

MEMORANDUM OF AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF SIERRA LEONE

AND

THE WEST AFRICA RICE DEVELOPMENT ASSOCIATION (WARDA)

FOR

WARDA'S MANGROVE RICE RESEARCH PROGRAM

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FOR WARDA'S MANGROVE RICE RESEARCH PROGRAM

The Government of the Republic of Sierra Leone and the West Africa Rice Development Association:

1. WHEREAS WARDA is an autonomous intergovernmental scientific research organization established in 1970 and made up of member states;

2. WHEREAS WARDA is an international agricultural research center within the Consultative Group on International Agricultural Research (CGIAR) system with the mandate to carry out research on rice for the benefit of the countries of West Africa;

3. WHEREAS the member states of WARDA, and especially Sierra Leone which is a founding member, approved the Revised Constitution of WARDA on 16 December 1986 and thus expressed their special interest that WARDA continue to carry out its activities under satisfactory conditions and their belief that it is essential that WARDA have a personality and the attributes that correspond with its international mandate, its international sources of financing and the international character of its staff;

4. WHEREAS the CGIAR is an association of national governments, multilateral aid agencies, private foundations and other organizations that have contributed to the establishment of a network of international agricultural research centers and provide their financial support to this network for the purpose of increasing agricultural production throughout the developing world;

5. WHEREAS the World Bank, the Food and Agriculture Organization of the United Nations (FAO) and the United Nations Development Program (UNDP) are the three co-sponsors of the CGIAR;

6. WHEREAS the Revised Constitution adopted by the Council of Ministers stipulates that WARDA shall have a legal personality recognized under international law which will allow it to accomplish all acts in conformity with its objectives within the scope of the powers granted to it by the aforementioned Revised

Constitution and that, in particular, it shall have the ability to enter into agreements with the Government of Sierra Leone in order to conclude appropriate arrangements governing the status of WARDA's Mangrove Rice Research program;

Agree to the following;

ARTICLE I

DEFINITIONS

For the purpose of this Agreement:

The term "Government" shall refer to the Government of Sierra Leone.

The term "WARDA" shall refer to the West Africa Rice Development Association.

The "Council of Ministers" shall refer to the WARDA Council of Ministers made up of representatives from all the Association's member states.

The "Board of Trustees" shall refer to the WARDA Board of Trustees as defined in the Revised Constitution of WARDA.

The "Director General" shall mean the Director General of WARDA or any other staff member acting on his behalf whose identity he has communicated to the Government.

The "Research Program Leader" shall refer to the WARDA Mangrove Rice Research Program Leader who will also nominally represent the Director General in Sierra Leone.

The expression "WARDA staff" shall refer to the Director General and the specialized and administrative staff of WARDA as defined by the Director General.

The term "Program Facilities" shall refer to the premises that WARDA's Mangrove Rice Research Program will occupy in Sierra Leone.

The expression "Resident" shall apply to those employees recruited in Sierra Leone and elsewhere.

ARTICLE IILEGAL STATUS

WARDA shall have the necessary legal capacity to achieve its objectives and to carry out its activities as an international organization. In particular, it shall have the capacity to enter into agreements, contracts and arrangements, to acquire or to dispose of movable or immovable property, as well as the capacity to institute legal proceedings.

ARTICLE IIIRESEARCH AND ADMINISTRATIVE PREMISES

The Government shall make available to WARDA land appropriately located for the construction and or establishment of research and administrative facilities for WARDA's programs.

- WARDA is authorized to place its emblem on its Research and Administrative Facilities, on its vehicles and on all other property or goods belonging to it.

ARTICLE IVINVIOABILITY OF THE RESEARCH AND ADMINISTRATIVE PREMISES

1. WARDA's research and administrative premises shall be inviolable. The premises shall be under the control and authority of WARDA. The Government recognizes that WARDA is entitled to enact regulations necessary to carry out its activities within those premises.
2. WARDA shall not allow its premises to harbor any person being pursued following the commission of a crime or a misdemeanor or who is the subject of an arrest warrant, a criminal penalty or an expulsion order issued by competent Sierra Leonean authorities.
3. The authorities, staff or agents of the Republic of Sierra Leone shall not enter WARDA's premises to perform their official functions except with the consent or at the request of WARDA through the Director General of WARDA or his representative. No legal action, including seizure of private property, shall be served within the premises except with the express consent of the Director General or his representative and under conditions approved by him.
4. Nevertheless, in case of 'force majeure, fire or any other disaster requiring immediate protective measures, consent shall be imputed to the Director General or his representative.

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5. The competent Sierra Leonean authorities shall take, insofar as possible, all necessary measures to protect the premises of WARDA against any intrusion or harm, to preserve its quiet enjoyment and to preserve its integrity.

#### ARTICLE V

#### PUBLIC SERVICES

1. The Government shall guarantee the provision of necessary public services to WARDA's facilities on a non-discriminatory basis. WARDA shall be responsible for paying the cost of such public services.
2. In the event of interruption or of threat of interruption of these services, the competent authorities shall consider WARDA's need for these services equally important as that of the Government and consequently shall take the necessary measures to ensure that WARDA's work does not suffer as a result of such a situation.

#### ARTICLE VI

#### COMMUNICATIONS AND PUBLICATIONS

1. A) - All official communications addressed to WARDA or to WARDA staff and all official communications from WARDA, by whatever means or in whatever form, shall be exempt from all censorship and from any other form of interception or violation of their confidentiality;  
  
B) - WARDA shall be permitted to install and use composite radio and telecommunications facilities, with the agreement of the competent Sierra Leonean authorities and under conditions prescribed by them;  
  
C) - WARDA shall have the right to use codes, as well as to send and receive its correspondence and other official communications by sealed pouches which shall enjoy the same privileges and immunities as diplomatic pouches.
2. A) - The Government shall grant WARDA the right to publish freely in its territory of Sierra Leone in the exercise of its functions.  
  
B) - It is nevertheless understood that WARDA shall respect the laws and regulations of the Republic of Sierra Leone regarding intellectual property, as well as those international agreements to which Sierra Leone is a party.

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ARTICLE VIISPECIAL PROVISIONS

1. Without prejudice to the laws and regulations of the Republic of Sierra Leone governing the protection of nature, the environment, works considered as historical monuments and population, and without prejudice to the laws and regulations pertaining to national security, WARDA may:
  - A) Carry out experimental work in designated or reserved zones on Sierra Leonean territory;
  - B) Use and transport radioactive material or biological or biochemical substances that it may need to carry out its activities. Within the framework of regional or international programs of cooperation, these materials and substances may freely enter or exit Sierra Leonean territory provided the Government is informed beforehand.
2. For the purpose of carrying out the activities mentioned in paragraphs 1.A) and B) above, WARDA shall guarantee the essential safety precautions for the use and transportation of the substances and materials mentioned in paragraph 1.B) to ensure their harmlessness; the handling of the above materials and substances shall meet international safety standards and specifications.
3. WARDA shall be authorized to import and export the biological and genetic material that it needs to conduct its scientific research so long as it complies with the laws and regulations in force in Sierra Leone concerning quarantine and inspection, in order to prevent the introduction or export of diseases and pests into or out of the country.
4. WARDA member states are the legal owners of all germplasm samples held by WARDA in Sierra Leone. WARDA shall be the legal custodian of all such samples. In the event force majeure conditions render necessary a general relocation, WARDA shall deposit its germplasm samples with the most appropriate international germplasm bank.

ARTICLE VIIIEXEMPTION FROM TAXES

1. WARDA, its assets, income and other property shall be exempt from:
  - A) Any direct taxes, nevertheless, it is understood that WARDA shall not claim an exemption from taxes which, in fact, are only charges for public services.



B) Customs duties and any prohibitions or restrictions on the import and export by WARDA of articles for its official use. However, it is understood that articles imported in accordance with the provisions of this paragraph shall not be sold in Sierra Leone, except under conditions prescribed by the Government.

C) Customs duties and any prohibitions or restrictions on imports and exports of its publications.

2. Imported goods benefitting from these provisions may not be sold or transferred on Sierra Leonean territory except under conditions previously approved by the competent Sierra Leonean authorities.

ARTICLE IX

FINANCIAL ACCOMMODATIONS

1. Subject to the relevant laws and regulations in Sierra Leone, WARDA may, within the framework of its official activities, freely;

A) Acquire foreign currencies and funds in legally constituted banks, hold them, make use of them, and operate accounts in convertible currency;

B) Transfer Leones within the territory of the Republic of Sierra Leone and foreign currencies into countries outside Sierra Leone or conversely.

2. Without prejudice to paragraphs 1.A) and B) above, WARDA shall enjoy the same exchange facilities as other international organizations represented in Sierra Leone.

ARTICLE X

ENTRY, TRAVEL AND STAY

1. The Government shall not impede the transborder movement to and from WARDA of any invitee or person discharging official duties for WARDA, except insofar as justified by reasons of public order.

2. The Government agrees in this regard to authorize entry and residence in Sierra Leone for the duration of their appointment or mission at WARDA of the following persons and their dependent family:

A) members of the Council of Ministers;

B) members of the Board of Trustees;

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- C) the Research Program Leader;
  - D) The Director General, the Deputy Director General, other WARDA staff members.
3. WARDA shall communicate in advance to the Government the names of these persons, their spouses, dependent family members, as well as any other relevant information about them.
  4. Without prejudice to the special immunities from which they would have benefitted, the persons referred to in paragraph 2 may not, during the entire duration of their appointment or mission, be compelled by the competent Sierra Leonean authorities to leave Sierra Leonean territory except in the case where they have abused the privileges to which they are entitled during their residency by carrying out activities unrelated to their appointments or missions at WARDA.
  5. The persons referred to in this article shall not be exempt from the application of quarantine and public health regulations in force.

#### ARTICLE XI

##### IDENTITY CARDS

1. The Director General or the Research Program Leader shall provide a list of members of the Council of Ministers, the Board of Trustees and WARDA staff members based in Sierra Leone to the Government periodically and shall keep it informed of any modifications to this list.
2. The Government shall issue to all those WARDA staff resident in Sierra Leone, upon notification of their appointment, a card with a photograph of the bearer certifying that he is a WARDA staff member. This card shall be accepted by the competent authorities as certifying the identity of the bearer and his status as a WARDA staff member.

#### ARTICLE XII

##### SOCIAL SECURITY

1. WARDA shall not be required to contribute to a social security plan in Sierra Leone, and the Government shall not require WARDA staff to joint such a plan.
2. In accordance with the provisions decided upon by mutual agreement, the Government shall take the necessary measures to enable any WARDA staff member who is not protected by a



WARDA social security plan to join, at the latter's request, a social security plan in Sierra Leone. WARDA shall, on the basis of the mutually agreed provisions, enable the members of its staff recruited locally who do not benefit from its social security plan to join a Sierra Leonean social security plan and to provide them with protection at least equivalent to that required by the laws and regulations of the Republic of Sierra Leone.

#### ARTICLE XIII

##### PRIVILEGES AND IMMUNITIES OF WARDA STAFF

1. WARDA staff shall enjoy in Sierra Leone the following privileges and immunities:

A) Immunity from jurisdiction, even following the termination of their appointment, for all acts performed, including all words spoken and written, in the performance of their duties. This immunity shall not extend to a WARDA staff for infractions of traffic or motor vehicle rules and regulations or for damage caused by a traffic or motor vehicle driven by or belonging to him. It is nevertheless understood that WARDA shall take out an insurance policy covering all damage caused by a WARDA official vehicle.

B) Exemption from all taxes on salaries and remuneration arising out of their activities on behalf of WARDA.

C) Exemption from any duty to perform national service and from any other compulsory service in Sierra Leone.

D) A special residence permit issued by the competent authorities for themselves, their spouses and dependent children.

E) Exemption from customs duties and levies on personal and household effects imported by WARDA staff and the members of their family during the first six months of their tour of duty in Sierra Leone. These articles shall not be sold or transferred except under conditions fixed by the Government.

F) Temporary admission of one vehicle per family, imported or acquired, on the condition that this vehicle shall not be sold or transferred within two years from the date of import or acquisition. A staff member shall have the right to replace a vehicle on the same conditions after a period of two years.

G) In addition to imports connected with first installation, the Government shall accord, on a current basis, duty free imports of reasonable quantities of household goods, foodstuff, liquor and other articles for consumptions.



H) During periods of international crisis, the same repatriation facilities that are enjoyed by the members of diplomatic missions accredited to the Sierra Leonean Government for their spouses and dependents.

I) The same exchange facilities that are enjoyed by staff of comparable rank in diplomatic missions accredited to the Sierra Leone Government.

2. The Director General and the Deputy Director General shall enjoy, during their term of office, the same privileges and immunities as those enjoyed by diplomatic staff any time they visit Sierra Leone.
3. Members of the Council of Ministers and the Board of Trustees attending meetings convened by WARDA shall enjoy, during their stay in Sierra Leone, in the performance of their duties at WARDA and during their travel to and from the place of meeting, the privileges and immunities accorded to diplomatic staff.

#### ARTICLE XIV

Sierra Leonean nationals and permanent residents in Sierra Leone and any staff recruited under local conditions of service shall not enjoy the privileges and immunities referred to in Article XIII.

#### ARTICLE XV

1. The privileges and immunities envisaged by the Agreement have not been provided in order to grant to their beneficiaries personal benefits. They have been provided with the sole aim of ensuring in all circumstances the smooth operation of WARDA and the complete independence of the persons to whom they have been provided.
2. The Director General or the Deputy Director General or, if concerned, the members of the Council of Ministers, the Board of Trustees and the Government of the State concerned shall have the right and obligation to waive this immunity when they deem it is an impediment to the normal course of justice and it is possible to waive it without impairing the interests of WARDA.

#### ARTICLE XVI

##### SETTLEMENT OF DISPUTES


1. Any dispute between the Government and WARDA concerning the interpretation or application of this Agreement or of any subsequent arrangement which could not be settled through

negotiations shall, unless the Parties decide otherwise, be submitted to an Arbitration Tribunal made up of three members, one appointed by the Minister of Foreign Affairs of Sierra Leone, another by the Director General of WARDA and the third, who shall serve as the President of the Arbitration Tribunal, by mutual agreement of the other two.

2. If the first two members of the Arbitration Tribunal cannot agree on the choice of the third member within six months of their appointment, the third member shall be appointed by the President of the International Court of Justice at the request of the Government or WARDA.
3. The procedural rules governing the arbitration proceeding shall be those established by the Arbitrators, failing which the rules established by the United Nations Commission on International Trade Law (UNCITRAL) shall apply.
4. The decision of the Arbitration Tribunal shall be fully enforceable, without any right of appeal.

#### ARTICLE XVII

##### GENERAL PROVISIONS

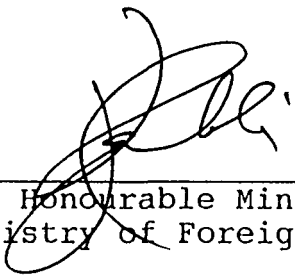
1. The provisions of this Agreement shall not in any way affect the right of the Government to take measures it deems necessary for the security of Sierra Leone and for the preservation of public order.
  2. Without prejudice to the privileges and immunities granted by this Agreement, WARDA and all those who enjoy these privileges and immunities shall be required to respect the laws and regulations of Sierra Leone. They shall also have an obligation not to interfere in the internal affairs of Sierra Leone.
    - A) The Director General shall take all necessary measures to prevent any abuse of the privileges and immunities granted by virtue of this Agreement. He shall, to this end, promulgate rules and regulations which he deems necessary and appropriate for WARDA staff and all others for whom they seem necessary.
    - B) If the Government determines that there has been an abuse of a privilege or of an immunity granted by this Agreement, consultations shall take place, at its request, between the Director General and the competent authorities to determine if such an abuse has occurred. In the event that these consultations do not lead to a satisfactory result for the Government and the Director General, the matter shall be settled in accordance with the procedure set forth in Article XVI.
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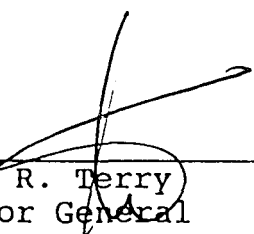
3. The provisions of this Agreement shall be applicable to any person to whom reference is made in the Agreement, whether or not the Government maintains diplomatic relations with the State of which the said person is a national, and whether or not the said State provides a similar privilege or immunity to diplomatic staff and nationals of Sierra Leone.
4. In all cases where this Agreement imposes obligations on competent authorities, the Government shall have the final responsibility to carry out these obligations.
5. This Agreement shall be interpreted in the light of its principal objective, which is to enable WARDA to perform its duties fully and effectively.
6. This Agreement may be revised at the request of either Party. In order to do this, the two Parties shall consult each other on amendments to be made to the provisions of the Agreement. In the event that the negotiations do not lead to an understanding within one year, this Agreement may be denounced by either Party, subject to one year's notice.
7. WARDA and the Government may conclude subsequent agreements as they become necessary.
8. The provisions of this Agreement shall enter into force from the date of signature.

Done in Freetown on the 6<sup>th</sup> day of AUGUST 1991 in two copies in English.

FOR THE GOVERNMENT OF THE  
REPUBLIC OF SIERRA LEONE:

FOR THE WEST AFRICA RICE  
DEVELOPMENT ASSOCIATION:

  
\_\_\_\_\_  
The Honourable Minister  
Ministry of Foreign Affairs

  
\_\_\_\_\_  
Eugene R. Terry  
Director General